

V I S T A N C I T Y C O U N C I L  
**AGENDA**



Thursday, March 01, 2007

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**Public Works**  
**RECOMMENDATION FOR COUNCIL ACTION**

**ITEM No 14**

**Subject** Authorize execution of a contract with W and G PARTNERSHIP, LTD, to receive funds from this company and apply them towards signing and striping modifications on the northbound and southbound frontage roads of Loop 1 at the Barton Skyway Bridge

**Amount and Source of Funding** Funding in the amount of \$24,528 has been provided by W and G Partnership, Ltd to be deposited into an escrow account for this project (Related to #13)

**Fiscal Note** There is no unanticipated fiscal impact A fiscal note is not required

**Additional Backup Material**  
(click to open)  
No Attachments Available

**For More Information** Richard Kroger 974-7219, Laura Bohl 974-7064

W and G Partnership, Ltd desires signing and striping modifications on the northbound and southbound frontage roads of Loop 1 at the Barton Skyway Bridge to improve traffic flow to and from their development known as Terrace PUD

Since the proposed improvements are in State right of way, it is necessary that the State implement the construction project. The State is prohibited from directly entering into contracts with private entities for construction in State right of way. In order to construct the improvements, it is necessary for the City of Austin to enter into an agreement with the developer to receive their funds for the project and to enter into an agreement with the State to provide funds received from the developer for the project.

Costs are based on an estimate approved by the State, which will implement this project. Since construction costs on past projects sometimes exceeded the engineer's estimate, a 50% construction cost contingency and a clause requiring additional funds from the developer as necessary to maintain this contingency are included in the agreement with the developer to protect the City from incurring any costs. Any funds not expended for the project, including interest on funds in escrow, will be returned to W and G Partnership, Ltd after completion of the project, less City administrative and indirect costs not to exceed \$791, which are included in the agreement with the developer, but are not part of the agreement with the State.